



COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION  
*"Creating Community Through People, Parks and Programs"*



Tim Gallagher, Director

March 2, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF A SPECIAL ENGINEERING AND  
CONSULTANT CONTRACT FOR PROVISION OF ENGINEERING SERVICES  
PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972  
AND PROPOSITION 218 OF 1996  
(First, Third, Fourth and Fifth Districts - 3 Vote Matter)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that approval of the attached Contract is exempt under the California Environmental Quality Act (CEQA).
2. Approve and instruct the Chairman to sign the attached Contract with MuniFinancial for the provision of as-needed engineering and consultant services pursuant to the Landscaping and Lighting Act of 1972, hereinafter referred to as Act, and Proposition 218 of 1996, in an amount not to exceed \$300,000 for the initial two-year term effective upon Board approval, funded from special benefit assessments collected pursuant to the Act.
3. Authorize the Director of Parks and Recreation to extend the Contract term for up to three (3) additional one-year periods in an amount not-to-exceed \$150,000 per year funded from special benefit assessments collected pursuant to the Act.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The Los Angeles County Department of Parks and Recreation, through its Special Districts Division, administers 43 separate landscape and general maintenance zones. These zones cover approximately 1,400 acres of natural and irrigated landscaped areas and are funded from property assessments on approximately 25,000 parcels pursuant to the Act. Under the Act and Proposition 218 of 1996, an annual engineer's report must be prepared identifying the special assessment benefits to be funded in each zone and providing documentation for district formations and annexations as required. Engineering and consultant services for the District include but are not limited to:

1. Developing annual reports in compliance with the Act, Proposition 218 of 1996 and any other constitutional and statutory requirements;
2. Maintaining a complete parcel list, identifying each parcel by its Assessor's parcel number and determining the assessment to be levied against each parcel for each zone;
3. Verifying that parcels within each zone or District are properly identified and assessed appropriately;
4. Identifying new zones and creating new parcel lists; and
5. Providing assessment information for each parcel to the Auditor-Controller for placement on the property tax roll.

In order to provide the necessary services identified above, the Department is requesting approval of a Contract with MuniFinancial for the provision of engineering and consultant services on an as-needed basis. In addition to the above services, MuniFinancial will also:

1. Correct and resubmit assessment amounts that are rejected by the Auditor-Controller's system until successfully resolved;
2. Provide a phone number to field inquiries from department staff, property owners, and other interested parties regarding district proceedings and annual assessments; and
3. Provide ballot services for proposed new assessments or increases in assessments, including the preparation and distribution of assessment notices in conformance with Proposition 218 and the Act.

Engineering and consultant services pursuant to the Act are currently being provided by the private sector under a Director approved agreement. Approval of this Contract will provide the flexibility needed to complete various engineering tasks, thereby enabling the

Department to continue providing engineering services at the current levels. The Department will not request the contractor to perform services that will exceed the approved maximum not-to-exceed contract amount or services that are outside the scope of work or contract dates without prior approval from your Board.

#### IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed Contract with MuniFinancial will further Board approved County Strategic Plan Goal 1 (Service Excellence) and Goal 4 (Fiscal Responsibility) by providing quality benefit analysis and parcel assessments to ensure the appropriate parcels and corresponding assessments are properly identified, correctly assessed and accurately included within each zone.

#### FISCAL IMPACT / FINANCING

The recommended action will have no impact on the County's General Fund as the services are funded through special benefit assessments on properties within the Lighting and Landscape Act District zones. The maximum Contract amount for services that can be approved in the initial two-year term of the Contract is \$300,000. The amounts to be paid to MuniFinancial are determined based on fixed fee amounts as provided for in Exhibit B of the attached Contract. This Contract may also be extended for three (3) one-year options not to exceed \$150,000 per year. Sufficient appropriation is budgeted in the Special Districts' Fiscal Year 2003-04 budget to fund the cost of this Contract.

#### FACTS AND PROVISIONS / LEGAL REQUIREMENTS

Pursuant to Proposition 218 of 1996, a registered professional engineer is required to prepare an engineer's report. Under this Contract, MuniFinancial has in-house registered engineers and the necessary staff to provide engineering and consultant services on an as-needed basis. The project assignments shall be based upon time lines established for the certified annual engineer's report, review of reports for the formation of new zones, verifying assessor parcel numbers and other services as required. The extent of the services performed and actual work assignments will be determined during the term of the contract based on the tasks required and the availability of funds. Options will be exercised based upon the Contractor's compliance with the Contract terms.

The Contract includes termination provisions for non-performance, improper consideration and convenience. In addition, the Contract also contains all applicable Board-mandated Contract provisions, including Safely Surrendered Baby Law, non-payment for services provided after the expiration date or in excess of the authorized Contract sum, notification requirements of the contractor, Jury Service Program, GAIN/GROW Program, Federal Earned Income Credit notification, Quality Assurance Plan, Recycled Paper, Debarment, and Indemnification and Insurance.

The Child Support Services Department has approved the Child Support Compliance Program provision of this Contract and issued a certificate of compliance for the contractor.

MuniFinancial has executed the attached Contract and will provide the required insurance policy naming Los Angeles County as an additional insured. In addition, the County Counsel has approved the attached Contract as to form.

#### NEGATIVE DECLARATION / ENVIRONMENTAL IMPACT REPORT

The approval of this Contract for engineering and consultant services is exempt under the California Environmental Quality Act (CEQA) under Section 15061 b, (3) of the Guidelines for the Implementation of the California Environmental Quality Act because it can be seen with certainty that this action will have no significant effect on the environment.

#### CONTRACTING PROCESS

The requested engineering and consultant services have been provided by the private sector for the past six years. These services are currently being provided by the private sector through the Director's delegated authority for professional and technical services. This agreement will terminate upon approval of this Contract by the Board of Supervisors.

On November 20, 2003, this Department commenced the solicitation for the provision of as-needed engineering and consultant services by mailing notices to firms that have expressed an interest in providing these services. Prospective contractors were notified by advertising in the Dodge Construction News Green Sheet, an area-wide engineering and construction information system, and posting on the County "Doing Business with Us" Web Site as well as the Department's Web Site. The notice included bilingual instructions on how to contact the Department regarding the solicitation.

On December 22, 2003, three proposals were received for the provision of engineering and consultant services. Department staff reviewed each of these proposals for cost, business experience, performance history with similar projects, financial resources, technical expertise, responsiveness, experience and the ability to accomplish the required engineering and consultant services.

MuniFinancial submitted the lowest cost proposal and received the highest score based on the evaluation and selection criteria identified in the RFP. It should be noted that upon final analysis and award, the Contractor was selected without regard to gender, race, creed or color.

#### IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Contract with MuniFinancial will provide the necessary as-needed engineering and consultant services for the Special Districts. Since this service is currently being provided by the private sector, there will be no impact to existing staff or service level.

CONCLUSION

It is requested that a certified copy of the action taken by your Board and fully executed copy of the attached Contract be mailed to MuniFinancial, Attention: Mr. Paul Whitelaw, Vice President, 27368 Via Industria, Suite 110, Temecula, CA 92590. It is also requested that three (3) conformed copies be forwarded to this Department.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Tim Gallagher', is written over a faint, larger signature that appears to be 'D. J. Gallagher'.

Tim Gallagher  
Director

TG:mk

Attachments

c: Executive Officer (22)



# **CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**MUNIFINANCIAL**

**FOR**

**SPECIAL ENGINEERING AND  
CONSULTANT SERVICES**

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**CONTRACT FOR THE PROVISION OF  
ENGINEERING AND CONSULTANT SERVICES  
FOR LANDSCAPE MAINTENANCE DISTRICTS**

This CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003  
BY AND BETWEEN

**COUNTY OF LOS ANGELES**, a body  
corporate and politic, hereinafter referred  
to as "County"

AND

**MUNIFINANCIAL**, hereinafter referred to  
as "Consultant" for engineering and  
consultant services, for **Lighting and  
Landscape Maintenance Districts**,  
hereinafter referred to as "Districts".

**RECITALS**

**WHEREAS**, pursuant to Section 31000 of the California Government Code, the  
County may contract for special services with private business who are specially trained,  
experienced, expert and competent to perform the special services; and,

**WHEREAS**, Consultant is a firm of recognized professionals with extensive  
experience and training in their specialized field. In rendering these services Consultant  
shall, at a minimum, exercise the ordinary care and skill expected of a competent  
practitioner in Consultant's profession acting under similar circumstances. The work will  
involve the performance of professional, expert and technical services. County has no  
available employees capable of performing such services; and,

**NOW THEREFORE**, in consideration of the mutual covenants contained herein,  
and for good and valuable consideration, the parties agree to the following:

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, and G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

**1.1 EXHIBIT A - Pricing and Billing Schedule**

**1.2 EXHIBIT B - Statement of work**

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

**2.1 Contract:** Contract executed between County and Consultant. It sets forth the terms and conditions for the issuance and performance of services.

**2.2 Consultant:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by this Contract.

**2.3 Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.

**2.4 Director:** The Director of the Department of Parks and Recreation, County of Los Angeles, or his authorized representative(s).

**2.5 Statement of Work:** The directions, provisions, and requirements provide herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

**2.6 Day(s):** Calendar day(s) unless otherwise specified.

**2.7 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### **3.0 CONSULTANT'S SERVICE**

**3.1** Pursuant to the provisions of this Contract, the Consultant shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Exhibit B.

**3.2** If the Consultant provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Consultant, and the Consultant shall have no claim whatsoever against the County.

### **4.0 CHANGES AND AMENDMENTS**

**4.1** The County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions that may become necessary. All such revisions shall be accomplished in the following manner:

4.1.1 For any changes, as deemed by the Director as necessary for proper consultant services and which affect the Consultant service requirements as set forth in Exhibit B, and any corresponding changes in the Contract Sum, not to exceed the annual contract amount as provided for in Paragraph 6 hereinafter, a Change Notice shall be prepared and executed by the Consultant and the Director.

4.1.2 For any changes which affects any other term or condition included in the Contract, or any changes in the Consultant's service requirements as set forth in Exhibit B that exceeds the annual contract amount as provided for in Paragraph 6 hereinafter, an amendment shall be prepared therefore, executed by the Consultant, and thereafter by the County's Board of Supervisors.

- 4.2** The County's Board of Supervisors or its designees may require the addition and /or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Consultant and Director.

## **5.0 TERM OF CONTRACT**

- 5.1** The term of this Contract shall be for a period of two (2) years commencing on the first day of the month next succeeding the approval thereof by the County's Board of Supervisors, unless terminated or extended, in whole or in part, as provided in this Contract.
- 5.2** The County shall have the option to extend the Contract term for up to three (3) additional one-year periods, for a maximum total Contract term of five (5) years. Each such option year shall be exercised individually by the Director prior to the expiration of the term of the Contract provided that the Consultant is in compliance with the terms and conditions of this Contract.
- 5.3** Consultant shall notify Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Consultant shall send written notification to Department at the address herein provided in Sub-paragraph 8.26, Notice.
- 5.4** By reasons or acts beyond the control of the County, this Contract may be terminated by the County without liability or damages whenever County is prevented by operation of laws, Acts of God, or by the official action of Local, State or Federal authorities from complying with the provisions of this Contract.

## **6.0 CONTRACT SUM**

- 6.1** The contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Consultant for provision of landscape maintenance services. Said sum shall comply with Exhibit A, Consultant's Schedule of Prices.

- 6.2** The total payment for all services performed under this Contract shall not exceed THREE HUNDRED THOUSAND DOLLARS (\$ 300,000) for the initial two-year term hereunder and shall not exceed ONE HUNDRED FIFTY DOLLARS (\$150,000) per year for each additional one-year term, if any, of this Contract.
- 6.3** The Consultant shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 6.4** In no event shall Consultant be entitled to compensation exceeding the total contract amount unless the Contract is amended in writing pursuant to Paragraph 4.
- 6.5** Consultant shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Contract. Should Consultant receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Contract.
- 6.6** Consultant shall maintain a system of record keeping that will allow Consultant to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Consultant shall send written notification to Department at the address herein provided under Sub-paragraph 8.26, Notices, of this Contract.

## **6.7 Invoices and Payments**

- 6.7.1 The Consultant shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit B Statement of Work, and priced in accordance with Exhibit A – Consultant's Schedule of Prices.
- 6.7.2 The Consultant shall present two (2) copies of the monthly invoice for work performed during the preceding month. The Consultant shall prepared invoices, which shall include the charges owed to the Consultant by the County under the terms of this Contract.
- 6.7.3 The Consultant's shall submit the monthly invoices to the County on or before the 15<sup>th</sup> calendar day of each month in accordance with Exhibit A – Consultant's Schedule of Prices. Said payment shall be made within thirty (30) days upon receiving invoices, providing that all work performed during the preceding month has been accepted by the Director.
- 6.7.4 All invoices submitted by the Consultant for payment must have the written approval of the Director prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. The Consultant shall look for payment exclusively from the funds having been allocated by the County for such services.

## **7.0 CONSULTANT'S STAFF**

- 7.1 County has the absolute right to approve or disapprove all of Consultant's staff performing work hereunder and any proposed changes in Consultant's staff.
- 7.2 The Director may at any time give Consultant written notice to the effect that the conduct or action or a designated employee of the Consultant is, in the reasonable belief of the Director, detrimental to the interest of the

public. Consultant shall meet with the Director or his authorized representative to consider the appropriate course of action with respect to the matter and Consultant shall take reasonable measure under the circumstances to assure the Director that the conduct and activities of the Consultant's employees will not be detrimental to the interest of the public.

**7.3** Director may require the Consultant to establish an identification system for personnel assigned to the facilities which clearly indicates to the public the name of the Consultant responsible for the providing engineering services. The identification system shall be furnished at the Consultant's expense and may include appropriate attire and/or name badges as specified by the Director

**7.5** The Consultant shall require each of its employees to adhere to basic standards of work attire.

## **8.0 TERMS AND CONDITIONS**

### **8.1 Assignment and Delegation**

8.1.1 The Consultant shall not, without written consent of the Director, assign or delegate its rights and duties hereunder, either in whole or in part. Any attempted assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, or any other mechanism without said consent shall render this Contract null and void.

8.1.2 Upon successful assignment, each and all of the provisions, agreements, terms, covenants and conditions herein contained, to be performed by Consultant, shall be binding upon any assignee thereof.

8.1.3 The prohibition herein contained shall not be applicable with respect to transfer of this Contract arising from the exercise of a



power of sale or judicial foreclosure pursuant to the terms and conditions of a hypothecation or mortgage previously approved by the Director.

## **8.2 Authorization Warranty**

The Consultant represents and warrants that the person executing this Contract for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Contract and that all requirements of the Consultant have been fulfilled to provide such actual authority.

## **8.3 Budget Reductions**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Contract. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Consultant shall continue to provide all of the services set forth in the Contract.

## **8.4 Compliance with Applicable Law**

8.4.1 The Consultant shall conform to and abide by all municipal, County, State and Federal laws and regulations, insofar as the same or any of them are applicable, and as they may be amended; and where permits and/or licenses are required for the prescribed services and authorized herein, the same must be first obtained from the regulatory agency having jurisdiction thereover.

8.4.2 The Consultant shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and

attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub consultants of any such laws, rules, regulations, ordinances, or directives.

## **8.5 Compliance with Civil Rights Laws**

The Consultant hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, the American with Disabilities Act of 1990 and Title 43, part 17 of the Code of Federal Regulations Subparts A and B, to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Consultant shall comply with Exhibit C - Consultant's EEO Certification.

## **8.6 Compliance with the County's Jury Service Program**

### **8.6.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Consultant Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

### **8.6.2 Written Employee Jury Service Policy**

1. Unless Consultant has demonstrated to the County's satisfaction either that Consultant is not a "Consultant" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of

the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Consultant" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Consultant and has received or will receive an aggregate sum of \$500,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Consultant. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any sub consultant to perform services for the County under the Contract, the sub consultant shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program, see Exhibit F attached hereto and incorporated herein by reference, shall be attached to the agreement.

3. If Consultant is not required to comply with the Jury Service Program when the Contract commences, Consultant shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program’s definition of “Consultant” or if Consultant no longer qualifies for an exception to the Jury Service Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Consultant demonstrate to the County’s satisfaction that Consultant either continues to remain outside of the Jury Service Program’s definition of “Consultant” and/or that Consultant continues to qualify for an exception to the Program.
4. Consultant’s violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Consultant from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.7 Conflict of Interest**

- 8.7.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Contract. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder shall

in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.7.2 The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

## **8.8 Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List**

8.8.1 Should the Consultant require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract. Such offers of employment shall be in writing, and shall be valid for a period of fifteen (15) calendar days. The Consultant shall not engage the services of other individuals until all such employees have been offered employment, and have accepted, refused, or not responded within the fifteen (15) calendar day period. Employment offers to the County employees shall be under the same conditions

and rate of compensation which apply to other individuals who are employed, or may be employed by the Consultant. The Consultant shall maintain records of each employment offer made to the County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether the offer was accepted, rejected, or not responded to.

8.8.2 County's employees who are employed by the Consultant under this provision shall not be discharged during the term of the Contract except for cause.

8.8.3 Nothing in this Contract shall be construed to create an interest in any person or entity as a third party beneficiary of this Contract.

#### **8.9 Consideration of Hiring Gain/Grow Program Participants**

Should the Consultant require additional or replacement personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**8.10 Contract Enforcement, Quality Control, Quality Level Assurance, Monitoring and Review.**

- 8.10.1 The Director shall be responsible for the enforcement of this Contract on behalf of County and shall be assisted therein by those officers and employees of County having duties in connection with the administration thereof. Director hereby reserves the right to: (a) assign such personnel as are needed to serve as Contract Monitor(s) in order to inspect and review Consultant's performance of, and compliance with, all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract, and (b) require Consultant to provide such written documentation and/or regular reports as Director deems necessary to verify and review Consultant's performance under this Contract.
- 8.10.2 Consultant hereby agrees to cooperate with the Director, County Contract Monitors, and any appropriate State or Federal representative, in the review and monitoring of Consultant's service program, records and procedures at any reasonable time.
- 8.10.3 At the request of the Director, the Consultant, or its appropriate representative, shall attend meetings and/or training session, as determined by Director, for the purpose(s) of: orientation, information sharing, service agreement revision, and/or description of County policies and procedural standards.
- 8.10.4 In the event County commences legal proceedings for the enforcement of this Contract or recovery of the premises services herein, Consultant does hereby agree to pay any sum

which may be awarded to County by the Court for attorney's fees and costs incurred in the action brought thereon.

## **8.11 Consultant's Responsibility and Debarment**

### **8.11.1 Responsible Consultant**

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Consultants.

### **8.11.2 Chapter 2.202 of the County Code**

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, a copy of which is attached as Exhibit D and incorporated by reference into and made a part of this contract, if the County acquires information concerning the performance of the Consultant on this or other Contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding on any County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Consultant may have with the County.

### **8.11.3 Non-responsible Consultant**

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business



integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### 8.11.4 Consultant Hearing Board

If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence that is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Consultant Hearing Board.

The Consultant Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Consultant Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. If the Consultant fails to avail itself of the opportunity to submit evidence to the Consultant Hearing Board, the Consultant may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Consultant Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Consultant Hearing Board.

#### 8.11.5 Sub consultants of Consultant

These terms shall also apply to sub consultants of County Consultants.

## **8.12 Consultant's Acknowledgement of County's Commitment to Child Support Enforcement**

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The County's Child Support Services Department will supply the Consultant with the poster to be used.

## **8.13 Consultant's Warranty of Adherence to County's Child Support Compliance Program**

8.13.1 The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.14 County's Quality Assurance Plan**

The County or its agent will evaluate the Consultant's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Contract terms and conditions and performance standards. Consultant deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Consultant. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.15 Employment Eligibility Verification**

The Consultant warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Consultant shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Consultant shall retain all such documentation for all covered employees for the period prescribed by law. The Consultant shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Consultant or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.16 Fair Labor Standards**

The Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Consultant's employees for which the County may be found jointly or solely liable.

#### **8.17 Governing Law, Jurisdiction, and Venue**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

#### **8.18 Independent Consultant Status**

8.18.1 This Contract is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.18.2 The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the

Consultant.

8.18.3 The Consultant understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Contract.

#### **8.19 Indemnification**

The Consultant shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Contract. The Consultant's duty to indemnify County shall survive the expiration or other termination of this Contract.

#### **8.20 Insurance Requirements**

Without limiting the Consultant's indemnification of the County and during the term of this Contract, the Consultant shall provide and maintain at its own expense, and shall require all of its sub consultants to maintain, the following programs of insurance specified in this Contract. Such insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County. Further, all such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County and, with the Exception of Worker's Compensation insurance, shall name the County of Los Angeles and Districts as additional insured.

8.20.1 Evidence of Insurance:

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Los Angeles County Parks and Recreation, Attention: Contract Services Division, 433 South Vermont Avenue, Los Angeles, CA 90020 prior to commencing services under this Contract. Such certificates or other evidence shall:

- a. Specifically identify this Contract.
- b. Clearly evidence all coverages required in this Contract.
- c. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- d. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract.
- e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Consultant to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Consultant to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### 8.20.2 Notification of Incidents, Claims or Suits

Consultant shall report to County:

- a. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Consultant and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- b. Any third party claim or lawsuit filed against Consultant arising from or related to services performed by Consultant under this Contract.
- c. Any injury to a Consultant employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
- d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Consultant under the terms of this Contract.

#### 8.20.3 Insurance Coverage Requirements for Sub consultants

Consultant shall ensure any and all sub consultants performing services under this Contract meet the insurance requirements of this Contract by either:

- a. Consultant providing evidence of insurance covering the activities of sub consultants; or
- b. Consultant providing evidence submitted by sub consultants evidencing that sub consultants maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub consultant insurance coverage at any time.

#### 8.20.4 Programs of Insurance Coverage

Consultant shall provide and maintain, throughout the term of this Contract, the following programs and amounts of insurance:

- a. General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2,000,000
Products	
Completed Operations Aggregate:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

- b. Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence. Such insurance shall include coverage for all "owned", "non-owned" and "hired" vehicles, or coverage for "any auto".

- c. Workers Compensation and Employer's Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California, or any other state, and for which the Consultant is responsible. If Consultant's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Consultant is responsible. In all cases, such insurance shall also include Employer's Liability coverage for all persons providing services on behalf of the Consultant and for all risk to such persons under this Contract with limits of not less than the following:

Each Accident:	\$1,000,000
Disease - policy limit:	\$1,000,000
Disease - each employee:	\$1,000,000



#### 8.20.5 Failure to Procure Insurance

- a. Failure by Consultant to procure or maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Consultant resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance.
- b. Notwithstanding the above and in the event that Consultant fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Consultant shall pay full compensation for all costs incurred by County.

#### **8.21 Nondiscrimination and Affirmation Action**

- 8.21.1 The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.21.2 The Consultant shall certify to, and comply with, the provisions of Exhibit C - Consultant's EEO Certification.
- 8.21.3 The Consultant shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion,

ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.21.4 The Consultant certifies and agrees that it will deal with its sub consultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.21.5 The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.21.6 The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.21 when so requested by the County.
- 8.21.7 If the County finds that any provisions of this Sub-paragraph 8.21 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of

this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

8.21.8 The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

#### **8.22 Non-Exclusivity**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Consultant. This Contract shall not restrict the Department of Parks and Recreation from acquiring similar, equal or like goods and/or services from other entities or sources.

#### **8.23 Notice of Delays**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.24 Notice of Disputes**

The Consultant shall bring to the attention of the Director any dispute between the County and the Consultant regarding the performance of services as stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director of the Department of Parks and Recreation, or designee, shall resolve it.

#### **8.25 Notice to Employees Regarding the Federal Earned Income Credit**

The Consultant shall notify its employees, and shall require each sub consultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, a copy of which is attached as Exhibit E and incorporated by reference into and made a part of this Contract.

#### **8.26 Notices**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid. The address to be used for any given notice served by mail upon Consultant shall be MuniFinancial, Attention Paul Whitelaw, Vice President, 27368 Via Industria, Suite 110, Temecula, CA 92590. Any notice served by mail upon County shall be addressed to the Director of Parks and Recreation, Attention: Contracts Services Division, 433 South Vermont Avenue, Los Angeles, CA 90020, or such other place as may hereinafter be designated in writing to Consultant by the Director. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

#### **8.27 Ownership of Materials, Software and Copyright**

8.27.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereinafter "materials") which are originated or created through Consultant's work pursuant to this Contract. Consultant, for valuable consideration herein provided, shall executed all documents necessary to assign and transfer to and vest in the County all Consultant's right, title and interest in and to such original materials, including any copyright, patent and trade

secret rights which arise pursuant to Consultant's work under this Contract.

- 8.27.2 During the term of this Contract and for five (5) years thereafter, Consultant shall maintain and provide security for all Consultant's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 8.27.3 Any and all materials, software and tools which are developed or were originally acquired by Consultant outside the scope of this Contract, which Consultant desires to use hereunder, and which Consultant considers to be proprietary or confidential, must be specifically identified by Consultant to the Director as Proprietary or confidential, and shall be plainly and prominently marked by Consultant as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 8.27.4 County will use reasonable means to ensure that Consultant's proprietary and /or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and / or confidential items without the prior written consent of Consultant.
- 8.27.5 Notwithstanding any other provision of this Contract, County will not be obligated to Consultant in any way under Sub-paragraph 8.27 for any of Consultant's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 8.27.3 or for any disclosure which County is required to make under any state or federal law or order of court.

8.27.6 All the rights and obligations of this Sub-paragraph 8.27 shall survive the expiration or termination of this Contract.

**8.28 Patent, Copyright & Trade Secret Indemnification**

8.28.1 Consultant shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Consultant's work under this Contract. County shall inform Consultant as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Consultant's defense and settlement thereof.

8.28.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Consultant, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either;

1. Procure for County all rights to continued use of the questioned equipment, part, or software product; or,
2. Replace the questioned equipment, part, or software product with a non-questioned item; or,
3. Modify the questioned equipment, part, or software so that it is free of claims.

8.28.3 Consultant shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not

supplied by Consultant, in a manner for which the questioned product was not designed nor intended.

**8.29 Payment Deductions and Liquidated Damages Involving Consultant's Non-Compliance**

- 8.29.1 If, in the judgment of the Director, Consultant is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Consultant's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to Consultant from County, will be forwarded to the Consultant by the Director in a written notice describing the reasons for said action.
- 8.29.2 If the Director determines that there are deficiencies in the performance of this Contract that Director deems are correctable by Consultant over a certain time span, the Director will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director may: (a) Deduct from Consultant's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant to correct a deficiency within the said specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day and that Consultant shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County's payment to Consultant; and/or (c) Upon giving five (5)

days notice to the Consultant for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by completion of the work by an alternate source, whether it be County forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the County, as determined by the County.

8.29.3 The action above shall not be construed as a penalty but as adjustment of payment to Consultant to recover County cost due to the failure of the Consultant to complete or comply with the provisions of this Contract.

8.29.4 In addition to the remedies provided heretofore, this Contract may be terminated per Sub-paragraph 8.40, "Termination for Default" of the Contract upon Consultant's failure to correct deficiencies in a timely manner.

### **8.30 Public Records Act**

8.30.1 Any documents submitted by Consultant; all information obtained in connection with the County's right to audit and inspect Consultant's documents, books, and accounting records pursuant to Sub-paragraph 8.32 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including,



without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.30.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Consultant agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

### **8.31 Publicity**

- 8.31.1 The Consultant shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Consultant from publishing its role under this Contract within the following conditions:

1. The Consultant shall develop all publicity material in a professional manner; and
2. During the term of this Contract, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.

- 8.31.2 The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.31 shall apply.

## **8.32 Record Retention and Inspection/Audit Settlement**

8.32.1 The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.32.2 In the event that an audit of the Consultant is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this

Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.32.3 Failure on the part of the Consultant to comply with any of the provisions of this Sub-paragraph 8.32 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.32.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.33 Recycled Bond Paper**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.34 Right of Entry**

- 8.34.1 In the event this Contract is suspended or terminated in whole or in part, by the Board of Supervisors, the Board of Supervisors may instruct the Director to assume the responsibility of said Contract, employ the necessary workers, purchase materials and supplies as may be necessary for the proper performance of the work contracted. For the purpose of satisfying and/or mitigating damages arising from a breach of this Contract, any excess costs as determined by the Director, arising therefrom over and above the compensation set forth within this Contract, may be charged against the Consultant.
- 8.34.2 In the event such suspension or termination, all moneys due to Consultant or retained as security under the terms of this Contract shall be retained by the County; but such retention will not release the Consultant from liability for failure to perform under the terms of this Contract.
- 8.34.3 If in the sole discretion or judgment of the Director, and in accordance with Sub-paragraph 8.29 of this Contract, the Consultant and/or its employee(s) are not properly performing the services required under this Contract, then the Consultant and/or all of its employees may be temporarily replaced by County personnel and payment to be made by County may be suspended while the matter is being investigated. In addition, the total cost as determined by the Director, incurred by County personnel shall be deducted and forfeited from the monthly payment to the Consultant from the County.

### **8.35 Safely Surrendered Baby Law**

The Consultant shall notify and provide to its employees, and shall require each sub consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los

Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G of this Contract and is also available on the internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **8.36 Consultant's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law**

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its sub-consultants, if any to post this poster in a prominent position in the sub consultant's place of business. The County Department of Children and Family Services will supply the Consultant with the poster to be used.

#### **8.37 Subcontracting**

8.37.1 The requirements of this Contract may not be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.37.2 If the Consultant desires to subcontract, the Consultant shall provide the following information promptly at the County's request:

1. A description of the work to be performed by the sub consultant;
2. A draft copy of the proposed subcontract; and
3. Other pertinent information and/or certifications requested by the County.

The Consultant shall ensure delivery of all such documents to before any sub consultant employee may perform any work hereunder.

- 8.37.3 The Consultant shall remain fully responsible for all performances required of it under this Contract, including those that the Consultant has determined to subcontract, notwithstanding the County's approval of the Consultant's proposed subcontract.
- 8.37.4 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including sub consultant employees, providing services under this Contract. The Consultant is responsible to notify its sub consultants of this County right.
- 8.37.5 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and sub consultant employees.
- 8.37.6 The Consultant shall be solely liable and responsible for all payments or other compensation to all sub consultants and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.37.7 In the event Director should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
- 8.37.8 In the event that Director should consent to subcontracting, the Consultant shall include in all sub consultants the following provision: "This Contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

8.37.9 Any third party delegate(s) appointed by the Consultant shall be specified in writing to the Director for advance concurrence.

8.37.10 Consultant shall indemnify, defend, and hold harmless County from any and all liability arising or resulting from the employment of any sub consultants and their employees in the same manner as for Consultant's own employees.

#### **8.38 Termination for Breach of Warranty to Maintain Child Support Compliance**

Failure of the Consultant to maintain compliance with the requirements set forth in Paragraph 8.13 - Consultant's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Consultant under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Paragraph 8.40 - Termination for Default.

#### **8.39 Termination for Convenience**

8.39.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.39.2 After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall:

1. Stop work under this Contract on the date and to the extent specified in such notice, and

2. Complete performance of such part of the work as shall not have been terminated by such notice.

- 8.39.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Contract shall be maintained by the Consultant in accordance with Paragraph 8.33, Record Retention & Inspection/Audit Settlement.
- 8.39.4 After receipt of a Notice of Termination, Consultant shall submit to Director, in the form and with the certification as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of Consultant to submit its termination claim and invoice within the time allowed, County may determine, on the basis of information available to County, the amount, if any, due to Consultant in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Consultant the amount so determined.
- 8.39.5 Subject to the provisions of the paragraph immediately above County and Consultant shall negotiate an equitable amount to be paid to Consultant by reason of the total or partial termination of work pursuant to this clause which amount may include a reasonable allowance for profit on services rendered but shall not include an allowance on services terminated. County shall pay the agreed amount, provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of services not termination.



8.39.6 For a period of five (5) years after final settlement under this Contract, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Contract with respect to the termination of work hereunder. In the event that records are located outside the County of Los Angeles, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

#### **8.40 Termination for Default**

8.40.1 The County may, by written notice to the Consultant, terminate the whole or any part of this Contract, if, in the judgment of the Director:

1. Consultant has materially breached this Contract;
2. Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
3. Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.40.2 Upon the occurrence of subparagraph 8.40.1, this Contract shall be subject to termination. As a condition precedent thereto, the Director shall give Consultant a minimum of five (5) days notice by registered or certified mail or personal service of the date set for termination thereof; the grounds therefore; and that an

opportunity to be heard thereon will be afforded on or before said termination date, if request is made therefore.

- 8.40.3 Notwithstanding the above, the Director, in his/her sole discretion, may refrain from recommending immediate termination of this Contract for default if the Director, in his/her sole discretion, determines that the default is capable of being cured and (1) the Consultant cures its default within a five (5) day period after notice is given, or (2) if the default cannot reasonably be cured within the five (5) days after notice is given, the Consultant reasonably commences to cure its default within the five (5) day period and diligently and in good faith continues to cure the default. If the Consultant fails to cure the default to the Director's satisfaction, the Director shall recommend termination for default to the Board of Supervisors.
- 8.40.4 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.40.1 the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Any excess costs, as determined by the Director, arising therefrom over and above the contract sum may be charged against the Consultant. The Consultant shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-paragraph.
- 8.40.5 Except with respect to defaults of any sub consultant, the Consultant shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.40.4 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of

Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, fright embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a sub consultant, and without the fault or negligence of either of them, the Contract shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the sub consultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Subparagraph 8.40.5, the term “sub consultant” and “sub consultants” mean sub consultant(s) at any tier.

8.40.6 In the event that, following service of the Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Consultant was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or Consultant has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

8.40.7 In the event the County terminates this Contract in its entirety due to the Consultant’s default as provided in Sub-paragraph 8.40.1, the Consultant and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County’s costs of procurement of replacement services and costs incurred due to delays in procuring such services.

Therefore, the Consultant and the County agree that the County shall, at its sole option and in lieu of the provisions of Subparagraph 8.40.4, be entitled to liquidated damages from the Consultant, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Consultant to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Consultant by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Consultant's payment of these liquidated damages shall not in any way change, or affect the provisions of Paragraph 8.19 - Indemnification.

- 8.40.6 The rights and remedies of the County provided in this Subparagraph 8.40 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.41 Termination for Improper Consideration**

- 8.41.1 The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Consultant's performance pursuant to this Contract. In the event

of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

8.41.2 The Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

8.41.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.42 Termination for Insolvency**

8.42.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

1. Insolvency of the Consultant. The Consultant shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;
2. The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code;
3. The appointment of a Receiver or Trustee for the Consultant;  
or
4. The execution by the Consultant of a general assignment for the benefit of creditors.

8.42.2 The rights and remedies of the County provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.43 Termination for Non-Adherence of County Lobbyist Ordinance**

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

**8.44 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

**8.46 Validity**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

**8.47 Waiver**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this

Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.48 Warranty Against Contingent Fees**

- 8.48.1 The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.
- 8.48.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, Consultant has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By   
MuniFinancial

Title

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

Lloyd W. Pellman  
County Counsel

By   
Principal Deputy County Counsel



**EXHIBIT A**  
**PRICING AND BILLING SCHEDULE**

**I. SUBMIT TOTAL PROJECT FEE AMOUNTS AND TIMELINES FOR EACH PROJECT BELOW:**

**a. Reconciliation and Review of all zone boundaries and Assessor's Parcel Number (APN's) –**

Proposed Project Fee:                     \$12,000

Estimated Days to Complete: 60 Days  
(not to exceed three months)

**b. Annual Report Project -**

Proposed Project Fee                     \$23,500

Estimated Days to Complete: 75 Days  
(not to exceed three months)

**c. Responding to Public Inquiries Project –**

Proposed Project Fee:                     \$ 2,000

**II. SUBMIT FEE AMOUNTS AND TIMELINES FOR EACH FOLLOWING TASK:**

- a) Formation of new zones wherein ballots are only mailed to developers.** (Based upon need, either consultant or developer's engineer may be required to prepare Engineers report for new zone formation. Please submit two task fee/timelines: one reflecting consultant's preparation of engineers report and one reflecting the engineer's report being prepared by developer's engineer.)

**Consultant Prepares Engineers Report**

Proposed Task Fee:                     \$8,500

Estimated Days to Complete: 10 Days  
(not to exceed four months)

**Developer's Engineer Prepares Engineers Report**

Proposed Task Fee: \_\_\_\_\_ \$5,000

Estimated Days to Complete: 6.5 Days  
(not to exceed four months)

**b) Zone Modification with Multi-Property Owners**

(requires two public meetings a minimum of thirty days apart)

Proposed Task Fee: \_\_\_\_\_ \$14,000

Estimated Days to Complete: 15 Days  
(not to exceed six months)

**Fees for items IIa, IIb, and IIc do not include distribution costs.  
Submit unit costs for:**

**1) Mailing and Tabulating Ballots**

Proposed Unit Cost: \_\_\_\_\_ \$1.50 Per Parcel

**2) Preparing Mailing Lists**

Proposed Unit Cost: \_\_\_\_\_ \$0.10 Per Parcel

**3) Mailing Meeting Announcements**

Proposed Unit Cost: \_\_\_\_\_ \$0.90 Per Parcel

**c. Analyze zone problems and prepare recommendations pertaining to zone modifications including potential assessment increases. Not to exceed 20 hours per request.**

Proposed Task Fee: \_\_\_\_\_ \$2,500

Estimated Days to Complete: 10 Days  
(not to exceed two months)

**d. Acquire or prepare topographic and/or aerial maps of specific district zones or areas, as requested.**

Proposed Task Fee: \_\_\_\_\_ \$2,000

Estimated Days to Complete: 10 Days  
(not to exceed two months)

- e. **Assist County in preparing procedural handbooks to aid developers in district formations, annexations, easement recordations, maintenance acceptance, and other related topics, as requested.**

Proposed Task Fee:                     \$4,250

Estimated Days to Complete:     90 Days  
(not to exceed three months)

- f. **Additional Consultant services not covered above.**

Proposed Task Fee:                     \$2,000  
(Not to exceed 20 hours per project @ \$100 per hour)

## **EXHIBIT B**

### **STATEMENT OF WORK**

**a. Reconciliation and Review of all zone boundaries and Assessor's Parcel Number (APN's)**

Conduct a Full Review and Reconciliation of zone boundaries and all Assessor's Parcel Numbers in all districts. Previous year's parcel list shall be updated with all current information. Parcel data shall be sorted numerically, by zone. Identify each parcel by location (zone), parcel number and assessment to be levied.

**b. Annual Report Project –**

- (1) Prepare Certified Annual Engineer's Report. Engineer's Report shall be presented in a format acceptable to the County. (See Appendix L)
- (2) Prepare budgets for each zone or district.
- (3) Continue to maintain and update zone boundaries and APN's as described in paragraph **I.a.** above.
- (4) Identify tracts and parcels that have subdivided. Obtain new APNs from Assessor's office and submit to Auditor-Controller.
- (5) Process annual submission to Auditor-Controller. Correct and resubmit assessment amounts that are rejected by the County Auditor-Controller's Office until issues are resolved to the satisfaction of the Special Districts Administrator.
- (6) Work product to be provided in a format to the satisfaction of the Special Districts Administrator. Each Engineer's Report is to be provided electronically in the following formats:
  - The whole report, including signatures, seals, text, data and diagrams shall be placed in a single PDF file.

- The text is an MS Word file and the budget and APN data is in Excel Spreadsheet files.

**[County will provide: Previous year's parcel list and assessment amounts; Diagrams for each zone or district; and, Previous year's budgets.]**

**c. Responding to Public Inquiries Project –**

Submit annual fee for researching and answering questions regarding district proceedings, ballots, annual assessments and/or other topics from developers, the public, the Department of Parks and Recreation, and other County Agencies.

**d. Review of Developer's Engineer Report and the formation of new zones wherein ballots are only mailed to developers:**

- Preparation of ballots, notices, petitions, resolutions and all other documents required for the formation or annexation of new zones or districts.
- Reviewing Engineer's Report prepared by developer's engineer and submits a finding that the report is satisfactory in all material respect.
- Responsible for coordinating the formation of a new zone with the developer(s).

**e. Preparation of an Engineer's Report and the formation of new zones wherein ballots are only mailed to developers:**

- Preparation of ballots, notices, petitions, resolutions and all other documents required for the formation or annexation of new zones or districts.
- Preparation of Engineer's Report.
- Responsible for coordinating the formation of a new zone with the developer(s).

**f. Zone Modification with Multi-Property Owners**

Zone Modification with Multi-Property Owners including identifying and verifying APN's, preparing the Engineer's report, meeting announcements, notices, ballots, resolutions and all other documents as required. Consultant organizes and conducts community meetings required for new or increased assessments, including inflation adjusters.

**g. Additional Consultant Services**

- Provide consultant services on various issues including but not limited to preparing and reviewing reports, including preliminary reports prepared by others.
- Analyzing general and special benefits, encroachment analysis, and analyzing Lighting and Landscape Maintenance Districts zone problems.
- Prepare recommendations to specific problems including any and all potential assessment increases.
- Not to exceed 20 hours per request.

**h. Acquire or prepare topographic and/or aerial maps and diagrams of specific district zones or areas, as requested.**

**i. Assist County in preparing procedural handbooks to aid developers in district formations, annexations, easement recordations, maintenance acceptance, and other related topics, as requested.**

**j. Consultant is responsible for providing the following services:**

- Mailing and Tabulating Ballots
- Preparing Mailing Lists
- Mailing Meeting Announcements

## EXHIBIT C

### PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

MuniFinacial

Proposer's Name

27368 Via Industria, Suite 110 Temecula, CA 92590

Business Address

33-0302345

Internal Revenue Service Employer Identification Number

#### GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 1000, Americans with Disability Act of 1990, California Department of Social Services Manual of Policies and Procedures Division 21, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, creed, color, national origin, political affiliation, marital status, age, disability, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.*

#### PROPOSER'S CERTIFICATION

##### Check One

1. The Proposer has a written policy statement prohibiting discrimination in all phases of employment. ☒ Yes ☐ No
2. The Proposer periodically conducts a self analysis or utilization analysis of its work force. ☒ Yes ☐ No
3. The Proposer has a system for determining if its employment practices are discriminatory against protected groups. ☒ Yes ☐ No
4. Where problem areas are identified in employment practices, the Proposer has a system for taking reasonable corrective action which includes the establishment of goals and timetables. ☒ Yes ☐ No

Name (please print or type) Paul Whitelaw

Title of Signer (please print or type) Vice President

Signature

Paul Whitelaw

Date

12-18-2003

**Title 2 Administration**  
**Chapter 2.202 Determinations of Contractor Non-Responsibility**  
**And Contractor Debarment**

**EXHIBIT D**

**2.202.010 Findings and Declarations.**

The Board of Supervisors finds that, in order to promote integrity in the County's contracting processes and to protect the public interest, the County's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued the Auditor-Controller. (Ordinance 2000-0011 § 1 (part), 2000.)

**2.202.020 Definitions.**

For the purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the County to provide goods to, or perform services for or on behalf of, the County. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County.

C. "Debarment" means an action taken by the County which results in a contractor being prohibited from bidding upon, being awarded, and/or performing work on a contract with the County for a period of up to three years. A contractor who has been determined by the County to be subject to such a prohibition is "debarred".

D. "Department head" means either the head of a department responsible for administering a particular contract for the County or the designee of same.

E. "County" means the County of Los Angeles, any public entities for which the Board of Supervisors is the governing body, nonprofit corporations created by the County and any joint powers authorities that have adopted County contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the Board of Supervisors. (Ordinance 2000-0011 § 1 (part), 2000.)

**2.020.030 Determination of Contractor Non-Responsibility**

A. Prior to a contract being awarded by the County, the County may determine that a party submitting a bid or proposal is non-responsible for the purposes of that contract. In the event that the County determines that a bidder/proposer is non-responsible for a particular contract, said bidder/proposer shall be ineligible for the award of that contract.

B. The County may declare a contractor to be non-responsible for the purposes of a particular contract if the County, in its discretion, finds that the contractor has done any of the following: (1) committed any act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County or any



**Title 2 Administration**  
**Chapter 2.202 Determinations of Contractor Non-Responsibility**  
**And Contractor Debarment**

other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the County or any other public entity.

C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the Board of Supervisors.

D. The decision by the County to find a contractor non-responsible for a particular contract is within the discretion of the County. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the County in determining whether a contractor should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)

**2.202.040 Debarment of Contractors.**

A. The County may debar a contractor who has an existing contract with the County and/or a contractor who has submitted a bid or proposal for a new contract with the County.

B. The County may debar a contractor if the County finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

C. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or

**Title 2 Administration**  
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**And Contractor Debarment**

other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, at its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon approval of the Board of Supervisors.

D. The decision by the County to debar a contractor is within the discretion of the County. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the County in making any debarment decision. Upon a debarment finding by the Board of Supervisors, the County shall have the right, in its discretion, to determine the length that the contractor may be prohibited from bidding upon and being awarded a new contract with the County, which period may not exceed three years. In addition, upon a debarment finding by the Board of Supervisors, the County may, at its discretion, terminate any or all existing contracts the contractor may have with the County. In the event that any existing contract is terminated by the County, the County shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law. (Ord. 2000-0011 § 1 (part), 2000.)

**2.202.250 Pre-Emption.**

In the event any contract is subject to Federal and/or State laws that are inconsistent with the terms of the Ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

**2.202.060 Severability**

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

## **APPENDIX E**

### **IRS NOTICE 1015**



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. November 2002)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

**A change to note.** Workers **cannot** claim the EIC if their 2002 investment income (such as interest and dividends) is over \$2,550.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

**Note:** *You are encouraged to notify each employee whose wages for 2002 are less than \$34,178 that he or she may be eligible for the EIC.*

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2003.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2002 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of \$791, he or she must file a 2002 tax return to get the \$791 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

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**Notice 1015**  
(Rev. 11-2002)



**Title 2 Administration**  
**Chapter 2.203 Contractor Employee Jury Service**

**EXHIBIT F**

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

**Title 2 Administration**  
**Chapter 2.203 Contractor Employee Jury Service**

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**Title 2 Administration**  
**Chapter 2.203 Contractor Employee Jury Service**

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.070 Exceptions.**

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

**EXHIBIT G**

**SAFELY SURRENDERED**

**BABY LAW**



**Los Angeles County**

**Safely  
Surrendered  
Baby  
Hotline**



**(877)BABY SAFE**  
**Toll Free (877) 222-9723**

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken



INFO LINE of Los Angeles has been in business since 1981  
INFO LINE of Los Angeles is an AIRS accredited agency

Calls from the media should be directed to **Thelma Bell** or **Michele Yoder** at (626) 350-1841

*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*

### **The California Safely Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely give up their baby.

Provides a safe place for babies.

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected.

Does not require that names be given when the baby is turned over.

Permits parents to bring a baby within 3 days of birth to any Los Angeles County hospital ER or fire station.



**State of California**  
Gray Davis, Governor

**Health and Human  
Services Agency**  
Grantland Johnson, Secretary

**Department  
of Social Services**  
Rita Saenz, Director



**Los Angeles County  
Board of Supervisors**

Gloria Molina  
Supervisor, First District  
Yvonne Brathwaite Burke  
Supervisor, Second District  
Zev Yaroslavsky  
Supervisor, Third District  
Don Knabe  
Supervisor, Fourth District  
Michael D. Antonovich  
Supervisor, Fifth District

This initiative is also supported by First 5 LA  
and INFO LINE of Los Angeles.

# **No shame.**

# **No blame.**

# **No names.**

**Newborns can be safely given up  
at any Los Angeles County hospital  
emergency room or fire station.**



**In Los Angeles County:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in with a loving family while the adoption process was started.

**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**

*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarnos a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*

**La Ley de Entrega de Bebés Sin Peligro de California  
(California Safely Surrendered Baby Law):**

Permite a los padres biológicos con dificultades entregar a su recién nacido en forma legal, confidencial y segura.

Brinda un lugar seguro para los bebés.

Protege a los padres del arresto o el procesamiento por abandono, siempre que el bebé no haya sufrido abuso ni negligencia.

No exige que se den a conocer los nombres cuando se entrega al bebé.

Permite a los padres llevar a un bebé a cualquier sala de emergencia de un hospital o a un cuartel de bomberos del Condado de Los Angeles, dentro de los 3 días del nacimiento.



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina  
Supervisora, Primer Distrito  
Yvonne Brathwaite Burke  
Supervisora, Segundo Distrito  
Zev Yaroslavsky  
Supervisor, Tercer Distrito  
Don Knabe  
Supervisor, Cuarto Distrito  
Michael D. Antonovich  
Supervisor, Quinto Distrito

Esta Iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

**Sin pena.  
Sin culpa.  
Sin peligro.**

**Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**

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**Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infómele qué otras opciones tiene.**

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### **¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### **¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencia o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

### **¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### **¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### **¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### **¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### **¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### **¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### **¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### **Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**En el Condado de Los Angeles:**  
**1-877-BABY SAFE**  
**1-877-222-9723**  
**[www.babysafela.org](http://www.babysafela.org)**